

## **POOR LEGIBILITY**

ONE OR MORE PAGES IN THIS DOCUMENT ARE DIFFICULT TO READ  
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DCN: 909-SAI-OmegaChem-II-06- 17746

January 25, 2010

Linda Ketellapper, Case Developer  
U.S. EPA, Region 9 (SFD-7-B)  
75 Hawthorne Street  
San Francisco, CA 94105

Re: EPA Contract No. GS-10F-0076J; Delivery Order No. 0909  
SAIC Project No. 141805.00.10005.03.5525.06.600  
Omega Chemical Superfund Site

Dear Linda:

Attached please find the Santa Fe Rubber Products, Inc. 104(e) Response Letter dated 12/30/2010 and received from EPA on 1/22/2010.

If you have any questions, please feel free to contact me at (510) 466-7175.

Sincerely,

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION



Peter Seeger

Environmental Attorney/Project Manager

cc: SAIC Document Control

## ENCLOSURE B: QUESTIONS

1. State the full legal name, address, telephone number, position(s) held by and tenure of the individual(s) answering any of these questions on behalf of Santa Fe Rubber Products, Inc. concerning the facility located at 12306 Washington Blvd., Whittier CA, 90606 ("the Property").

Santa Fe Rubber Products, Inc.  
12306 E. Washington Blvd.  
Whittier, CA 90606  
562-693-2776  
Michael Peterman  
General Manager

2. Provide the date Santa Fe Rubber Products, Inc. was incorporated, formed or organized and identify the State in which the business was incorporated, formed or organized. Provide a copy of the Articles of Incorporation.

September 30, 1988 in California

3. State whether Santa Fe Rubber or any of its related, predecessor or successor companies were a past or current owner of the Property. If so, provide a copy of the deed or other recorded instrument of conveyance evidencing ownership of the Property. As part of your response, identify the specific ownership dates for each entity you identify.

No

4. If Santa Fe Rubber or any of its related, predecessor or successor companies are the current or past owner of the Property, and if at any time during their ownership of the Property any identified entity rented or leased the Property to any individuals or entities, provide the name of such individuals or entities, the respective rental or lease dates and a copy of the lease(s), rental agreement(s), and/or any other document(s) governing each leasehold relationship.

No

5. Identify all individuals or entities that owned the Property prior to and subsequent to your operations at the Property, and provide the name, address and phone number of those individuals or entities.

Unknown

6. State whether Santa Fe Rubber or any of its related, predecessor or successor companies are currently operating at the Property, or have ever operated there in the past. If so, identify the dates they operated at the Property. If Santa Fe Rubber or any of its related, predecessor or successor companies were not the owner of the Property at any time during their period(s) of operations there, provide a copy of the lease(s), rental agreement(s) or any other document(s) that establish(es) your relationship to the Property.

SFR has operated since approximately 1970 at the current location. SFR was incorporated by the current owner in 1988 and has leased the property from GM Investors as managed by Gilman Associates Industrial and Commercial Properties, 12300 E. Washington Blvd, Suite B, Whittier, CA 90606. Phone number 562-696-2316.

7. Identify any prior operators at the Property. Provide the dates each business operated and describe the types of operations that occurred at the Property. Provide copies of all environmental documents and facility information in your possession regarding prior operators at the Property.

Unknown

8. State whether Santa Fe Rubber or any of its related, predecessor or successor companies has ever used, manufactured, produced, or generated any hazardous substances/materials/waste at the Property including, but not limited to, perchloroethylene (PCE), 1-4-dioxane, trichloroethane (TCA), trichloroethene (TCE), Freon 11 Freon 113. If your answer is anything other than an unqualified "no" for the entire period since 1950:

a. Identify the trade or brand name, chemical composition, and quantity used for each chemical or hazardous substance and the relevant Material Safety Data Sheet for each product, and its period of use;

Substance	Lbs Used	Date
Trichloroethene (TCE)	568	9/94
Trichloroethene (TCE)	568	1/96
Trichloroethene (TCE)	568	8/96
Trichloroethene (TCE)	568	4/97
Trichloroethene (TCE)	568	7/97
Trichloroethene (TCE)	568	1/98
Trichloroethene (TCE)	170	9/98
Trichloroethene (TCE)	370	8/00
Trichloroethene (TCE)	1100	6/03
Trichloroethene (TCE)	1136	12/03

b. Describe the estimated monthly or annual throughput and process in which the hazardous substance is or was used, manufactured, generated or produced (including any current or discontinued processes);

Approximately 62 lbs per month of TCE was used between 1994 and 2003. Process was discontinued at that time due to loss of business.

c. Identify the location(s) where each chemical or hazardous substance is or was used, stored and disposed of;

Hazardous Material Storage Container

d. Describe the waste streams from any process in which any such hazardous substance is or was used, manufactured, generated or produced;

See attached manifests.

e. Provide copies of any permits for storage, treatment, or disposal of any waste stream from any process in which any hazardous substance is or was used, manufactured, generated, or produced;

N/A

f. Provide copies of all hazardous material business plans and chemical inventory forms (originals and updates) submitted to city, county and/or state agencies;

N/A

g. Provide copies of all manifests for 2008 governing hazardous substances generated by your operations at the Property; and

See attached manifests.

h. Provide a representative copy of a manifest for each type of hazardous substance ever generated by your operations at the Property.

See attached manifests.

9. If the answer to Question 8 above was anything other than an unqualified "no", identify and describe any and all business operations at the Property operated by you, including such information as the size of the facility, number of employees, dates of operation, product(s) manufactured and a description of the daily activities. Include a historical perspective of all changes in operations over time. In addition, provide a scaled map of the facility, which includes the locations of significant buildings and features. Indicate the locations of any maintenance shops, hazardous material or waste storage area(s), machine shops, degreasers, plating line tanks, liquid waste tanks, clarifiers, chemical storage tanks, solvent storage tanks, and fuel tanks. As part of your response, specifically identify all entities engaging in any and all operations you identify in response to this Question. In addition, provide a physical description of the facility and identify the following:

Facility Siz: Approx 30,000 sq feet

# of Employees: 23

Products Manufactured: Custom molder of rubber parts

Mainentance shop is located in the middle of the plant

Waste storage container loceated outside at rear of parking lot.

Liquid Nitrogen tank outside at front of parking lot

a. Subsurface structures (e.g., underground tanks, sumps, pits, clarifiers, etc.);

N/A

b. Groundwater and dry wells, including drilling logs, date(s) of construction or

completion, details of construction, uses of the well(s), date(s) the well(s) was/were abandoned, depth to groundwater, depth of well(s) and depth to and of screened interval(s);

N/A

c. Past and present stormwater drainage system and sanitary sewer system, including septic tank(s) and subsurface disposal field(s); and

N/A

d. Any and all additions, demolitions or changes of any kind to physical structures on, under or about the facility or to the Property itself (e.g., excavation work), and state the date(s) on which such changes occurred while operating at the site.

No additions or demolitions of any structures at location

10. If the answer to Question 8 above was anything other than an unqualified "no", provide a list of employees who had knowledge of the use and disposal of hazardous substances at the Property during the entire time period that Santa Fe Rubber or any of its related, predecessor or successor companies was associated with the Property. For each employee listed, provide the following information:

- a. The employee's full name; Rick O'Campo
- b. The employee's current or last known address(es) and telephone number(s), including the last known date on which you believe each address and telephone number was current; Telephone: 562-693-2776
- c. The entire time period that the employee worked at the Property; and Period of employment 10/31/1994 to Present
- d. The position(s) the employee held with each business entity during his or her entire period of employment at the Property and the year or years that the employee held each listed position. Plant Engineer

11. Provide copies of all technical or analytical environmental information, including, but not limited to, any known releases of hazardous substances to any media (soil, water or air) and any data and documents related to soil, water (ground and surface), geology, hydrogeology, soil sampling, soil gas sampling or air quality on or at the Property. As part of your response, include any and all letters of enforcement from any regulatory agency concerning operations or events at the Property, inspection notes, citizen complaints, and formal notices of violation from any regulatory agency.

N/A

12. Provide copies of all information and documentation related to approval of any remediation or cleanup procedures and/or activities conducted during your ownership or operations at the Property.

N/A

13. At the time Santa Fe Rubber or any of its related, predecessor or successor companies first took possession and/or began operation at the Property, state whether you were aware of any contamination of such property and describe your efforts at the time to determine if such property had been contaminated or otherwise environmentally impaired. Provide all documentation evidencing your efforts to determine whether such property was contaminated or environmentally impaired at the time you first took possession of it (e.g., Phase I or other due diligence report).

Unknown

14. Describe any contamination and/or hazardous substances, or any evidence suggesting the possible presence of contamination and/or hazardous substances, that may have been present at the Property at the time you first took possession of it.

Unknown

Mike Piterman  
General Manager  
12/30/09



or use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039 Expires 9-30-94

<b>US ST</b>	1. Generator's US EPA ID No. CAD009652561	Manifest Document No. 32938	2. Page 1 of 1	Information in the shaded areas is not required by Federal law.
and Mailing Address <b>SANTE FE RUBBER</b> <b>RICK O CAMPO</b> <b>12306 E WASHINGTON</b> <b>WHITTIER</b> <b>CA 90606</b> Phone ( 213 ) 693-2776			A. State Manifest Document Number <div style="background-color: #cccccc; padding: 5px; font-size: 1.2em;">723584</div>	
3. Transporter 1 Company Name <b>SAFETY-KLEEN CORP.</b>			B. State Generator's ID <div style="background-color: #cccccc; padding: 5px;">99906</div>	
4. Transporter 2 Company Name <b>DIAMOND</b>			C. State Transporter's ID <div style="background-color: #cccccc; padding: 5px;">88888</div>	
5. Designated Facility Name and Site Address <b>SAFETY-KLEEN CORP.</b> <b>1722 COOPER CREEK ROAD</b> <b>DENTON, TX 76208</b>			D. Transporter's Phone No. <b>800-669-5740</b> E. State Transporter's ID <b>8-1204</b> F. Transporter's Phone <b>817-383-2611</b> G. State Facility's ID <b>65124</b> H. Facility's Phone <b>817-383-2611</b>	
6. US EPA ID Number <b>ILD 984908202</b>			7. US EPA ID Number <b>A2 0000001560</b>	
8. US EPA ID Number <b>0-006-18</b>			9. US EPA ID Number <b>TXD 077603371</b>	

11.	US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol	15. Waste No.
a.	<b>RQ HAZARDOUS WASTE SOLID N.O.S. 9 NA3077 PGIII(D001)(ERG#31)</b>		DM		P	<b>OUTS409H</b>
b.	<b>WASTE 1,1,1,-TRICHLOROETHANE 6.1 UN2831 PG III (FOO1) (ERG#74)</b>	1	DM	568	P	<b>910450</b>
c.	<b>RQ WASTE COMBUSTIBLE LIQUID, N.O.S. OIL NA1993 PG III (FOO1) (ERG#27)</b>	1	DM	485	P	<b>910450</b>
d.						

J. Additional Descriptions for Materials Listed Above

**II(A)(D001)(CAL-EPA#352)**

**II(B) 741 F001**

**II(C) 741 F001**

K. Handling Codes for Wastes Listed Above

**(B) S02/T50 01 M14-M24**

**(C) M14-M24**

15. Special Handling Instructions and Additional Information **0000 59412411 000000 7-088-06-9130(C)C#103342-9**  
**SAMPLE#264537 (B)216873(C 5(C) CA TRANSPORTER# 439622(C)S#216874**  
**EMERGENCY RESP#708-888-4660 24HR IF UNDELIVERABLE RETURN TO GENERATOR**  
**CTL#190301-9 (B)C#0103346-8SKDUT# A: 1035 B:0511 C: 3415 D:**

16. **GENERATOR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name <b>Chenil Palmer</b>	Signature <i>Chenil Palmer</i>	Date Month Day Year <b>09/22/94</b>
17. Transporter 1 Acknowledgement of Receipt of Materials		
Printed/Typed Name <b>CHAS CONS</b>	Signature <i>Chas Cons</i>	Date Month Day Year <b>09/22/94</b>
18. Transporter 2 Acknowledgement of Receipt of Materials		
Printed/Typed Name <b>RICK HANSEN</b>	Signature <i>Rick Hansen</i>	Date Month Day Year <b>09/23/94</b>
19. Discrepancy Indication Space		
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.		
Printed/Typed Name <b>Jayne Ellison</b>	Signature <i>Jayne Ellison</i>	Date Month Day Year <b>09/26/94</b>





igned for use on elite (12-pitch) typewriter.)

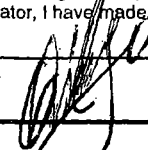
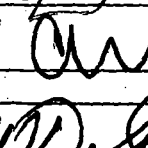
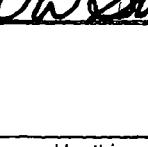
Form approved. OMB No. 2050-0039, expires 09/30/96

<b>HAZARDOUS WASTE MANIFEST</b>		1. Generator's US EPA ID No. <b>CAD009652561</b>		Manifest Document No. <b>03783</b>		2. Page 1 of 1		Information in the shaded areas is not required by Federal law.	
Name and Mailing Address <b>RICK O CAMPO 12306 E WASHINGTON WHITTIER CA 90606</b>				Generator's Phone <b>(310) 693-2771</b>		A. State Manifest Document Number <b>SK 003783</b>		B. State Generator's ID <b>99906</b>	
Transporter 1 Company Name <b>SAFETY-KLEEN CORP.</b>				6. US EPA ID Number <b>TLD 984908202</b>		C. State Transporter's ID <b>88888</b>		D. Transporter's Phone <b>818-575-4685</b>	
7. Transporter 2 Company Name <i>Diamond</i>				8. US EPA ID Number <i>TXD0000001560</i>		E. State Transporter's ID <i>TX81300</i>		F. Transporter's Phone <i>602-9307002</i>	
9. Designated Facility Name and Site Address <b>SAFETY-KLEEN CORP. 1722 COOPER CREEK ROAD DENTON, TX 76208</b>				10. US EPA ID Number <b>TXD 077603371</b>		G. State Facility's ID <b>65124</b>		H. Facility's Phone <b>817-383-2611</b>	
11A. HM	11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)			12. Containers No.	13. Total Quantity	14. Unit Wt/Vol	15. Waste No.		
X	a. <del>WASTE COMBUSTIBLE LIQUID, N.O.S.</del> <del>(OILY NA1993 PG III (F001)(ERG#27))</del>			<del>0</del>	<del>000</del>	<del>P</del>	<del>OUTS204H</del>		
X	b. <b>WASTE 1,1,1-TRICHLOROETHANE 6.1 UN2831 PG III (F001)(ERG#74)</b>			<b>001</b>	<b>00568</b>	<b>P</b>	<b>OUTS</b>		
X	c. <b>RO HAZARDOUS WASTE, SOLID, N.O.S. 9 NA3077 PG III (D001)(ERG#31)</b>			<del>0</del>	<del>000</del>	<del>P</del>	<del>OUTS409H</del>		
	d.								
J. Additional Descriptions for Materials Listed Above <b>IA) F001 741 IB) F001 741 IC) D001 352</b> <i>8E1 @13225</i>						K. Handling Codes for Wastes Listed Above <b>(A) S02 T50 01 141</b>			
15. Special Handling Instructions and Additional Information <b>EMERGENCY RESP#708-888-4660(24 HR). IF UNDELIVERABLE, RETURN TO GENERATOR.</b> <b>(5)CA#605979 SKDOT# A-3475 B: 511 G: 1035 D:</b>									
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations, including applicable state regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.									
Printed/Typed Name <b>RICK O CAMPO</b>				Signature <i>[Signature]</i>		Month Day Year <b>01 08 96</b>			
17. Transporter 1 Acknowledgement of Receipt of Materials				Printed/Typed Name <b>ALFRED LOMAS</b>		Signature <i>[Signature]</i>		Month Day Year <b>01 08 96</b>	
18. Transporter 2 Acknowledgement of Receipt of Materials				Printed/Typed Name <i>Hearon Monday</i>		Signature <i>[Signature]</i>		Month Day Year <b>1 10 96</b>	
19. Discrepancy Indication Space <i>15 added document # per call to Coleene in Branch office</i>									
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.									
Printed/Typed Name <b>Shinnell</b>				Signature <i>[Signature]</i>		Month Day Year <b>10 11 96</b>			



(signed for use on elite (12-pitch) typewriter.)

Form approved. OMB No. 2050-0039, expires 09/30/96

HAZARDOUS MANIFEST		1. Generator's US EPA ID No. CAD009652561		Manifest Document No. 15083		2. Page 1 of 1		Information in the shaded areas is not required by Federal law.			
3. Name and Mailing Address RICK O CAMPO 12306 E WASHINGTON WHITTIER 310 693-2771				4. State CA 90606		5. State Manifest Document Number SK 093653					
6. Generator's Phone ( )				7. Transporter 1 Company Name SAFETY-KLEEN CORP.		8. US EPA ID Number ILD 984908202					
9. Transporter 2 Company Name Diamond J				10. US EPA ID Number Ag000001560		11. State Transporters ID 000618					
12. Designated Facility Name and Site Address SAFETY-KLEEN CORP. 1722 COOPER CREEK ROAD DENTON, TX 76208				13. US EPA ID Number TXD 077603371		14. State Facility ID 69121					
15. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)				16. Containers No. Type		17. Total Quantity		18. Unit Wt/Vol		19. Waste No.	
a. <del>RO WASTE COMBUSTIBLE LIQUID, N.O.S.</del> (OIL) NA1993 PG III (FOO1)(ERG#27)				0 DM		0		P		OUTS-004H	
b. WASTE 1,1,1-TRICHLOROETHANE 6.1 UN2831 PG III (FOO1)(ERG#74)				001 PM		0560		P		OUTS-004H	
c. <del>RO HAZARDOUS WASTE, SOLID, N.O.S.</del> 9 NA3077 PG III (DOO1)(ERG#31)				0 DM		0		P		OUTS-004H	
d.											
20. Additional Descriptions for Materials Listed Above (IC) DOO1 352 6048031 Ca3325				21. Handling Code for Wastes Listed Above M021							
22. Special Handling Instructions and Additional Information EMERGENCY RESP#800-468-1760(24 HR). IF UNDELIVERABLE RETURN TO GENERATOR. SK CORP AUTHORIZED TO RETAIN LICENSED SUBSEQUENT CARRIERS AS NECESSARY. (5)CA# SKDOT# A: 3415 B: 511 C: 1035 D:											
23. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations, including applicable state regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.											
24. Printed/Typed Name RICK O CAMPO				25. Signature 				26. Month Day Year 08/20/96			
27. Transporter 1 Acknowledgement of Receipt of Materials				28. Signature 				29. Date 08/20/96			
30. Transporter 2 Acknowledgement of Receipt of Materials				31. Signature 				32. Date 8/22/96			
33. Discrepancy Indication Space											
34. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.											
35. Printed/Typed Name G Burke				36. Signature G Burke				37. Date 8/29/96			

ON 7-088-06



RECEIVED

AUG 1 8 1997

ed for use on elite (12-pitch) typewriter.)

Form approved. OMB No. 2050-0039, expires 09/30/99

**HAZARDOUS  
MANIFEST**

1. Generator's US EPA ID No.

CADO09652561

Manifest

88038

2. Page 1  
of 1Information in the shaded areas  
is not required by Federal law.

Name and Mailing Address

SANTE FE RUBBER

RICK O CAMPO  
12306 E WASHINGTON  
WHITTIER  
562 693-2771

CA 90606

Generator's Phone ( )

Transporter 1 Company Name

ETY-KLEEN CORP.

6. US EPA ID Number

ILD 984908202

A. State Manifest Document Number

SK 588038

B. State Generator's ID

99906

C. State Transporter's ID

88888

D. Transporter's Phone

626 401-2616

E. State Transporter's ID

TX 81310

F. Transporter's Phone

714 931-7100

G. State Facility ID

65124

H. Facility's Phone

940 383-2611

Transporter 2 Company Name

8. US EPA ID Number

TX 077603371

Designated Facility Name and Site Address

SAFETY-KLEEN CORP.  
1722 COOPER CREEK ROAD  
DENTON, TX 76208

10. US EPA ID Number

TXD 077603371

11A.  
HM

11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)

12. Containers  
No. Type13.  
Total  
Quantity14.  
Unit  
Wt/Vol

Waste No.

X a. WASTE 1,1,1-TRICHLOROETHANE  
6.1 UN2831 PG III (F001)(ERG#160)

001 DM

00568

P

OUT 204H

X b. RO WASTE COMBUSTIBLE LIQUID, N.O.S.  
(OIL) NA1993 PG III (F001)(ERG#128)

DM

P

OUTS 204H

c.

d.

J. Additional Descriptions for Materials Listed Above

(A) F001 (B) F001

K. Handling Codes for Wastes Listed Above

M141

15. Special Handling Instructions and Additional Information

EMERGENCY RESP 800-468-1760 (24 HR). IF UNDELIVERABLE RETURN TO GENERATOR.  
SK CORP AUTH'D TO USE THESE SUBSEQUENT CARRIERS: 81300, 40355, 41015, 40582  
SKDOT# A: 511 B: 3415 C: D:

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations, including applicable state regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name

RICK O CAMPO

Signature

Month Day Year

07 31 97

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name

Corky Kones

Signature

Date

Month Day Year

07 31 97

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name

Signature

Date

Month Day Year

08 1 97

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19

Printed/Typed Name

R. Johns

Signature

Date

Month Day Year

08 05 97

**NATURAL RESOURCE  
PROTECTION COMMISSION**

7-088-06

3087

Texas 78711-3087



Print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form approved. OMB No. 2050-0039, expires 09/30/96

**UNIFORM HAZARDOUS  
WASTE MANIFEST**

1. Generator's US EPA ID No.

Manifest  
Document No.

2. Page 1  
of 1

Information in the shaded areas  
is not required by Federal law.

3. Generator's Name and Mailing Address **SANTE FE RUBBER**  
**RICK O CAMPO**  
**12306 E WASHINGTON**  
**WHITTIER** **CA 90606**

4. Generator's Phone **(310) 693-2771**

5. Transporter 1 Company Name  
**SAFETY-KLEEN CORP.**

6. US EPA ID Number

**ILD 984908202**

7. Transporter 2 Company Name

**Diamond J**

8. US EPA ID Number

**AZ0000001560**

9. Designated Facility Name and Site Address **000618**  
**SAFETY-KLEEN CORP.**  
**1722 COOPER CREEK ROAD**  
**DENTON, TX 76208**

10. US EPA ID Number

**TXD 077603371**

A. State Manifest Document Number

**SK 485577**

B. State Generator's ID

**99906**

C. State Transporter's ID

**4011-2616**

D. Transporter's Phone

**214-000-1700**

E. State Facility ID

**65124**

F. Facility's Phone

**214-000-1700**

11A. HM 11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)

12. Containers  
No. Type

13. Total  
Quantity

14. Unit  
Wt/Vol

Waste No.

a. **20 WASTE COMBUSTIBLE LIQUID, N.O.S.**  
**(OIL) NA1993 PG III (FOO1)(ERG#128)**

**2** **DM** **P** **2004H**

b. **WASTE 1,1,1-TRICHLOROETHANE**  
**6.1 UN2831 PG III (FOO1)(ERG#160)**

**001** **DM** **00508** **P** **001**

c.

d.

J. Additional Descriptions for Materials Listed Above

K. Handling Codes for Wastes Listed Above

**B) NA141**

15. Special Handling Instructions and Additional Information

**EMERGENCY RESP 800-468-1760 (24 HR). IF UNDELIVERABLE RETURN TO GENERATOR.**  
**SK CORP AUTHORIZED TO RETAIN LICENSED SUBSEQUENT CARRIERS AS NECESSARY.**  
**WPSR R/T# 93142176 7-088-06-9100**  
**SKDOT# 8-1415-2 511 C**

16. **GENERATOR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations, including applicable state regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name

**RICK OCAMPO**

Signature

*[Signature]*

Month Day Year

**04/02/97**

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name

**FRED LONAT**

Signature

*[Signature]*

Month Day Year

**04/02/97**

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name

**Jim Wilkinson**

Signature

*[Signature]*

Month Day Year

**04/03/97**

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Printed/Typed Name

**Shannell**

Signature

*[Signature]*

Month Day Year

**04/06/97**



and for use on elite (12-pitch) typewriter.)

Form approved. OMB No. 2050-0039, expires 09/30/99

<b>HAZARDOUS WASTE MANIFEST</b>		1. Generator's US EPA ID No. CAD009652561		2. Page 1 of 1		Information in the shaded areas is not required by Federal law.	
3. Generator's Name and Mailing Address SANTE FE RUBBER RICK O CAMPO 12306 E WASHINGTON WHITTIER 562, 693-2771 CA 90606				A. State Manifest Document Number SK 588098			
4. Generator's Phone ( )				B. State Generator's ID 99906			
5. Transporter 1 Company Name SAFETY-KLEEN CORP.		6. US EPA ID Number ILD 984908202		C. State Transporter's ID 88888		D. Transporter's Phone 626 401-2616	
7. Transporter 2 Company Name <i>Diamond J</i>		8. US EPA ID Number <i>TXD 077603371</i>		E. State Transporter's ID <i>TX 812110</i>		F. Transporter's Phone <i>714 530-1111</i>	
9. Designated Facility Name and Site Address SAFETY-KLEEN CORP. 1722 COOPER CREEK ROAD DENTON, TX 76208				G. State Facility ID 65124			
10. US EPA ID Number TXD 077603371				H. Facility's Phone 940 383-2611			
11A. HM	11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	12. Containers Type	13. Total Quantity	14. Unit Wt/Vol	Waste No.	
X	a. WASTE 1,1,1-TRICHLOROETHANE 6.1 UN2831 PG III (F001)(ERG#160)	001	DM	00568	P	OUT	
X	b. RO WASTE COMBUSTIBLE LIQUID, N.O.S. (OIL) NA1993 PG III (F001)(ERG#128)	0	DM	0	P	644-204H	
	c.						
	d.						
J. Additional Descriptions for Materials Listed Above (A) F001 (B) F001				K. Handling Codes for Wastes Listed Above M001			
15. Special Handling Instructions and Additional Information EMERGENCY RESP 800-468-1760 (24 HR). IF UNDELIVERABLE RETURN TO GENERATOR. SK CORP AUTH'D TO USE THESE SUBSEQUENT CARRIERS: 81300, 40355, 41015, 40582 SKDOT# A: 511 B: 3415-C: D:							
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations, including applicable state regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.							
Printed/Typed Name X RICK OCAMPO				Signature <i>[Signature]</i>		Month Day Year 01/14/98	
17. Transporter 1 Acknowledgement of Receipt of Materials							
Printed/Typed Name MARK MCURER				Signature <i>[Signature]</i>		Month Day Year 01/14/98	
18. Transporter 2 Acknowledgement of Receipt of Materials							
Printed/Typed Name Zhean Monday				Signature <i>[Signature]</i>		Month Day Year 1/16/98	
19. Discrepancy Indication Space							
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.							
Printed/Typed Name R. Johns				Signature <i>[Signature]</i>		Month Day Year 1/19/98	





RECEIVED

OCT 26 1998

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Not approved. OMB No. 2050-0039, expires 09/30/99

HAZARDOUS  
WASTE MANIFEST1. Generator's US EPA ID No.  
CAD00965256.1Manifest  
Document No.  
RTS2. Page  
of 1  
Information in the shaded areas  
is not required by Federal law.Generator's Name and Mailing Address  
RICK O CAMPO  
12306 E WASHINGTON  
WHITTIER  
562 693-2776

CA 90606

A. State Manifest Document Number

SK 627851

B. State Generator's ID

4. Generator's Phone ( )

5. Transporter 1 Company Name  
SAFETY-KLEEN CORP.6. US EPA ID Number  
ILD 984908202

C. State Transporter's ID

D. Transporter's Phone

7. Transporter 2 Company Name

8. US EPA ID Number

E. State Transporter's ID

F. Transporter's Phone

9. Designated Facility Name and Site

10. US EPA ID Number

G. State Facility ID

SAFETY-KLEEN CORP. SYSTEM S  
1722 COOPER CREEK ROAD  
DENTON, TX 76208

TXD 077603371

H. Facility's Phone

11A. 11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID  
Number)12. Containers  
No. Type13. Total  
Quantity14. Unit  
Wt/Vol

15. Waste No.

X a. WASTE 1,1,1-TRICHLOROETHANE  
6.1 UN2831 PG III (FOO1)(ERG#160)

001 DM 00170

X b. RO WASTE COMBUSTIBLE LIQUID, N.O.S.  
(OIL) NA1993 PG III (FOO1)(ERG#128)

0 DM 0

c.

d.

I. Additional Descriptions for Materials Listed Above

J. Handling Codes for Wastes Listed Above

## 15. Special Handling Instructions and Additional Information

EMERGENCY RESP 800-465-1760 (24 HR). IF UNDELIVERABLE RETURN TO GENERATOR.  
SK CORP AUTH'D TO USE THESE SUBSEQUENT CARRIERS: 81300, 40355, 41015, 40362  
SKDOT# A: 511 E: 511 S: D:

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations, including applicable state regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name

RICK O CAMPO

Signature

Month Day Year

09/30/98

## 17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name

GARY SAENZ

Signature

Month Day Year

09/30/98

## 18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name

Marshall Litwin

Signature

Month Day Year

10/16/98

## 19. Discrepancy Indication Space

## 20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Printed/Typed Name

K Davis

Signature

Month Day Year

10/09/98

GENERATOR

TRANSPORTER

FACILITY



Form approved. OMB No. 2050-0039.

Generator's US EPA ID No.

Manifest

2. Page 1  
ofInformation in the shaded areas  
is not required by Federal law.

CAD000652561

Address SANTE FE RUBBER

O CAMPO

06 E WASHINGTON

HITTIER

CA 90606

562 693-2776

Company Name

6. US EPA ID Number

TY-KLEEN SYSTEMS, INC

SCR 000075150

Transporter 2 Company Name

8. US EPA ID Number

9. Designated Facility Name and Site Address

SAFETY-KLEEN SYSTEMS, INC.

1722 COOPER CREEK ROAD

DENTON, TX 76208

10. US EPA ID Number

TXD 077603371

A. State Manifest Document Number

S 00332866

B. State Generator's ID

99906

C. State Transporter's ID

D. Transporter's Phone

E. State Transporter's ID

F. Transporter's Phone

G. State Facility ID

65124

H. Facility's Phone

940 483-5200

11A. HM	11. US DOT Description (including Proper Shipping Name, Hazard Class, ID Number and Packing Group)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol	Waste No.
X	a. RO HAZARDOUS WASTE, LIQUID, N.O.S. (TETRACHLOROETHYLENE) 9 NA3082 PG III (F001)(ERG#171)	1	DM	1	P	OUTS206H
X	b. WASTE 1,1,1-TRICHLOROETHANE 6.1 UN2831 PG III (F001)(ERG#160)	001	DM	00320	P	OUTS204H
X	c. RO WASTE COMBUSTIBLE LIQUID, N.O.S. (OIL) NA1993 PG III (F001)(ERG#128)	001	DM	00320	P	OUTS204H
X	d. RO HAZARDOUS WASTE, LIQUID, N.O.S. (TETRACHLOROETHYLENE) 9 NA3082 PG III (F002)(ERG#171)	1	DM	1	P	OUTS204H

Additional Descriptions for Materials Listed Above

IA) F001 D008 D027 D039 D035 IB) F001 IC) F001 ID) F002 D039 D035 D018

K. Handling Codes for Wastes Listed Above

A) M141  
B) M141  
C) M141 (M141)  
D) M141

15. Special Handling Instructions and Additional Information

EMERGENCY RESP 800-468-1760 (24 HR). IF UNDELIVERABLE RETURN TO GENERATOR.  
SK CORP AUTH'D TO USE SUBSEQUENT CARRIERS: 81300, 40355, 41015, 40582, 84815  
SKDOT# A: 1253 B: 511 C: 3415 D: 1200

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packed, marked, and labelled/placarded, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations, including applicable state regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name

Rick Olampo

Signature

Month Day Year

10/02/00

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name

Joe Alamo

Signature

Month Day Year

10/02/00

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name

Sharon Monday

Signature

Month Day Year

10/29/00

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Printed/Typed Name

H. King

Signature

H. King

Month Day Year

10/27/00



igned for use on elite (12-pitch) typewriter.)

Form approved. OMB No. 2050-0039.

<b>HAZARDOUS WASTE MANIFEST</b>		1. Generator's US EPA ID No. CAL000230171	Manifest Document No. 52522	2. Page 1 of 1	Information in the shaded areas is not required by Federal law.	
3. Generator's Name and Mailing Address RICK O CAMPO 12306 E WASHINGTON WHITTIER CA 90606			A. State Manifest Document Number S 00937522			
4. Generator's Phone (562) 693-2776			B. State Generator's ID D0006			
5. Transporter 1 Company Name SAFETY-KLEEN SYSTEMS, INC			C. State Transporter's ID 57160			
6. US EPA ID Number TXR000050930			D. Transporter's Phone 800-669-5840			
7. Transporter 2 Company Name Smith Systems Transportation INC			E. State Transporter's ID 811561			
8. US EPA ID Number TXD077603371			F. Transporter's Phone 800-286-3157			
9. Designated Facility Name and Site Address SAFETY-KLEEN SYSTEMS, INC. 1722 COOPER CREEK ROAD DENTON, TX 76208			G. State Facility ID 65124			
10. US EPA ID Number TXD077603371			H. Facility's Phone 940-483-5200			
11A. HM	11. US DOT Description (including Proper Shipping Name, Hazard Class, ID Number and Packing Group)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol	Waste No.
	a. RO HAZARDOUS WASTE, LIQUID, N.O.S. (TETRACHLOROETHYLENE) 9 NA3082 PG III (E001)(ERG#171)	007	DM		P	605204H
	b. Waste 1.1.1 - Trichloroethane 6.1 UN2731 PG III (E001)(ERG#160)	002	DM	1136	P	605204H
	c.					
	d.					
J. Additional Descriptions for Materials Listed Above A. F001 D008 D027 D039 D035			K. Handling Codes for Wastes Listed Above H141			
15. Special Handling Instructions and Additional Information EMERGENCY RESP 800-468-1760(24 HR). IF UNDELIVERABLE RETURN TO GENERATOR. SK CORP AUTH'D TO USE SUBSEQUENT CARRIERS: 81300, 40355, 41015, 40582, 84815 SKDOT# A: 1253 B: 511 C: D:						
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packed, marked, and labeled/placarded, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations, including applicable state regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.						
Printed/Typed Name RICK O CAMPO		Signature 		Month Day Year 12/1/03		
17. Transporter 1 Acknowledgement of Receipt of Materials		Signature 		Month Day Year 12/1/03		
18. Transporter 2 Acknowledgement of Receipt of Materials		Signature 		Month Day Year 12/1/03		
19. Discrepancy Indication Space						
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.						
Printed/Typed Name Quadgame		Signature 		Month Day Year 12/1/03		





designed for use on elite (12-pitch) typewriter.)

Form approved. OMB No. 2050-0039.

# UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No.  
CAL000230171

Manifest Document No.  
H57724

2. Page 1 of 1

Information in the shaded areas is not required by Federal law.

3. Generator's Name and Mailing Address  
RICK O CAMPO  
12306 E WASHINGTON  
WHITTIER  
562 693-2776

CA 90606

4. Generator's Phone ( )

5. Transporter 1 Company Name  
SAFETY-KLEEN SYSTEMS, INC

6. US EPA ID Number  
TXR000050930

7. Transporter 2 Company Name  
D M V

8. US EPA ID Number  
A 2000001560

9. Designated Facility Name and Site Address  
SAFETY-KLEEN SYSTEMS, INC.  
1722 COOPER CREEK ROAD  
DENTON, TX 76208

10. US EPA ID Number  
TXD077603371

A. State Manifest Document Number  
S00845334  
B. State Generator's ID  
99906  
C. State Transporter's ID  
3655-37101  
D. Transporter's Phone  
800-509-5030  
E. State Transporter's ID  
471708  
F. Transporter's Phone  
652-930-5002  
G. State Facility ID  
65171  
H. Facility's Phone  
940-483-5200

11A. HM	11. US DOT Description (including Proper Shipping Name, Hazard Class, ID Number and Packing Group)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol	Waste No.
X	a. WASTE 1,1,1-TRICHLOROETHANE 6.1 UN2831 PG III (FO01)(ERG#160)	202	DM	21100	P	OUTS204H
X	b. RO WASTE COMBUSTIBLE LIQUID, N.O.S. (OIL) NA1993 PG III (FO01)(ERG#128)		DM		P	OUTS204H
X	c. RO HAZARDOUS WASTE, LIQUID, N.O.S. (TETRACHLOROETHYLENE) 9 NA3082 PG III (FO01)(ERG#171)		DM		P	OUTS206H
X	d. RO HAZARDOUS WASTE, LIQUID, N.O.S. (TETRACHLOROETHYLENE) 9 NA3082 PG III (FO02)(ERG#171)		DM		P	OUTS204H

12. Additional Description of Materials (e.g., D001, D002, D003, D004, D005, D006, D007, D008, D009, D010, D011, D012, D013, D014, D015, D016, D017, D018, D019, D020, D021, D022, D023, D024, D025, D026, D027, D028, D029, D030, D031, D032, D033, D034, D035, D036, D037, D038, D039, D040, D041, D042, D043, D044, D045, D046, D047, D048, D049, D050, D051, D052, D053, D054, D055, D056, D057, D058, D059, D060, D061, D062, D063, D064, D065, D066, D067, D068, D069, D070, D071, D072, D073, D074, D075, D076, D077, D078, D079, D080, D081, D082, D083, D084, D085, D086, D087, D088, D089, D090, D091, D092, D093, D094, D095, D096, D097, D098, D099, D100, D101, D102, D103, D104, D105, D106, D107, D108, D109, D110, D111, D112, D113, D114, D115, D116, D117, D118, D119, D120, D121, D122, D123, D124, D125, D126, D127, D128, D129, D130, D131, D132, D133, D134, D135, D136, D137, D138, D139, D140, D141, D142, D143, D144, D145, D146, D147, D148, D149, D150, D151, D152, D153, D154, D155, D156, D157, D158, D159, D160, D161, D162, D163, D164, D165, D166, D167, D168, D169, D170, D171, D172, D173, D174, D175, D176, D177, D178, D179, D180, D181, D182, D183, D184, D185, D186, D187, D188, D189, D190, D191, D192, D193, D194, D195, D196, D197, D198, D199, D200, D201, D202, D203, D204, D205, D206, D207, D208, D209, D210, D211, D212, D213, D214, D215, D216, D217, D218, D219, D220, D221, D222, D223, D224, D225, D226, D227, D228, D229, D230, D231, D232, D233, D234, D235, D236, D237, D238, D239, D240, D241, D242, D243, D244, D245, D246, D247, D248, D249, D250, D251, D252, D253, D254, D255, D256, D257, D258, D259, D260, D261, D262, D263, D264, D265, D266, D267, D268, D269, D270, D271, D272, D273, D274, D275, D276, D277, D278, D279, D280, D281, D282, D283, D284, D285, D286, D287, D288, D289, D290, D291, D292, D293, D294, D295, D296, D297, D298, D299, D300, D301, D302, D303, D304, D305, D306, D307, D308, D309, D310, D311, D312, D313, D314, D315, D316, D317, D318, D319, D320, D321, D322, D323, D324, D325, 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CONFIDENTIAL

ARTICLES OF INCORPORATION

OF

SANTA FE RUBBER PRODUCTS, INC.

FIRST: The name of this corporation is SANTA FE RUBBER PRODUCTS, INC. (amended 9/30/88)

SECOND: The purpose of this corporation is to engage in any lawful acts or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THIRD: The name and address of this state of the corporation's initial agent for service of process is Thomas J. O'Keefe, 5000 Campus Drive, Newport Beach, CA

FOURTH: The corporation is authorized to issue only one class of shares of stock. The total number of shares that the corporation is authorized to issue is 2,000,000 shares (amended 7/7/87.)

DATED: February 25, 1983

  
Thomas J. O'Keefe

I declare that I am the person who executed the above Articles of Incorporation and such instrument is my act and deed.

  
Thomas J. O'Keefe

W



# State of California

OFFICE OF THE SECRETARY OF STATE

## CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

DEC 20 1988



*March Fong Eu*

Secretary of State

A362087

ENDORSED  
FILED  
In the office of the Secretary of State  
of the State of California

CERTIFICATE OF OWNERSHIP

DEC 14 1988

MARGH FONG EU, Secretary of State

WILLIAM W. KRAMES and THOMAS J. O'KEEFE certify that:

1. They are the duly elected and acting President and Secretary of SANTA FE HOLDING CORPORATION, a California corporation (herein called "this Corporation").

2. This Corporation owns 100 percent of the outstanding shares of each class of SANTA FE RUBBER PRODUCTS, INC., a California corporation.

3. The board of directors of this Corporation has duly adopted the following resolution:



RESOLVED, that this Corporation merge SANTA FE RUBBER PRODUCTS, INC., its subsidiary, into itself and assume all its liabilities pursuant to Section 1110 of the California Corporations Code.

RESOLVED FURTHER, that the officers of this Corporation be and each of them hereby is authorized and directed to take all such further action and to execute and deliver all such further documents as the officers acting shall determine to be necessary, such determination to be conclusively evidenced by their action in the premises.

RESOLVED FURTHER, that Article First of the Articles of Incorporation of this Corporation be amended to read in its entirety as follows:

"FIRST: The name of this corporation is SANTA FE RUBBER PRODUCTS, INC."

IN WITNESS WHEREOF, the undersigned have executed this certificate on September 30, 1988.

  
William W. Krames, President  
  
Thomas J. O'Keefe, Secretary

The undersigned, WILLIAM W. KRAMES, the President of SANTA FE HOLDING CORPORATION, declares under penalty of perjury that the matters set out in the foregoing Certificate are true of his own knowledge.

Executed at Whittier, California, on September 30, 1988.

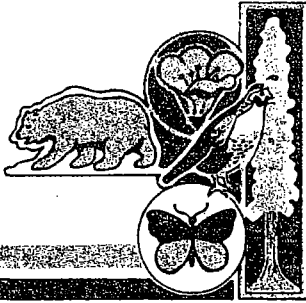
  
William W. Krames, President

The undersigned, THOMAS J. O'KEEFE, the Secretary of SANTA FE HOLDING CORPORATION, declares under penalty of perjury that the matters set out in the foregoing Certificate are true of his own knowledge.

Executed at Newport Beach, California, on September 30, 1988.

  
Thomas J. O'Keefe, Secretary

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# State of California

OFFICE OF THE SECRETARY OF STATE

## CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

SEP 2 1 1987



*March Fong Eu*

Secretary of State

ENDORSED  
FILED  
In the office of the Secretary of State  
of the State of California

AUG 31 1987

MARCH FONG EU, Secretary of State

CERTIFICATE OF AMENDMENT OF  
ARTICLES OF INCORPORATION OF  
SANTA FE HOLDING CORPORATION

The undersigned, James O. House, Jr., and Thomas J. O'Keefe, hereby certify that they are the president and secretary, respectively, of Santa Fe Holding Corporation, a California corporation, and they do hereby further certify and state:


1. That Article FOURTH of the Articles of Incorporation of Santa Fe Holding Corporation has been amended to read as follows:

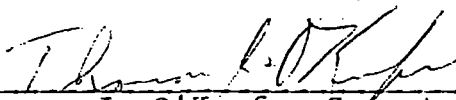
"FOURTH: The corporation is authorized to issue only one class of shares of stock. The total number of shares that the corporation is authorized to issue is 2,000,000 shares."

2. The foregoing amendment of the Articles of Incorporation has been approved by the Board of Directors of said corporaion.

3. The foregoing amendment of the Articles of Incorporation was approved by the required vote of shareholders in accordance with Sections 902 and 903 of the California Corporations Code. The total number of outstanding shares of said corporation entitled to vote with respect to such amendment is 27,500 shares. The number of shares voting in favor of such amendment exceeded the vote required, which percentage vote is required to be in excess of 50% of all outstanding shares of the corporation.


IN WITNESS WHEREOF, the undersigned have executed this certificate on July 7, 1987.


  
James O. House, Jr., President

  
Thomas J. O'Keefe, Secretary

Each of the undersigned declare under penalty of perjury  
that the foregoing is true and correct of his own knowledge.

Executed on July 7, 1987, at Santa Ana,  
California.

  
James O. House, Jr., President

  
Thomas J. O'Keefe, Secretary



**STANDARD INDUSTRIAL LEASE**  
**AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION**



1. Parties. This Lease, dated, for reference purposes only, March 10 1983 is made by and between G M Investors

(herein called "Lessor") and Santa Fe Rubber Products, Inc.

(herein called "Lessee").

2. Premises. Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all of the conditions set forth herein, that certain real property situated in the County of Los Angeles State of California, commonly known as 12306 E. Washington Blvd., Whittier, Ca 90606

and described as an approx 28,200 sq ft free standing M-1 building including upstairs offices and 57 parking spaces. Lessee will pay for water, gas electric and trash service. He will also pay for landscape maintenance and exterior area cleaning on the southerly access and parking area. Lessee is taking said premises in "As Is" condition.

Said real property including the land and all improvements thereon, is herein called "the Premises".

3. Term.

3.1 Term. The term of this Lease shall be for three years

commencing on April 1, 1983 and ending on March 31, 1986

unless sooner terminated pursuant to any provision hereof.

3.2 Delay in Commencement. Notwithstanding said commencement date, if for any reason Lessor cannot deliver possession of the Premises to Lessee on said date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Lessee hereunder or extend the term hereof, but in such case Lessee shall not be obligated to pay rent until possession of the Premises is tendered to Lessee; provided, however, that if Lessor shall not have delivered possession of the Premises within sixty (60) days from said commencement date, Lessee may, at Lessee's option, by notice in writing to Lessor within ten (10) days thereafter, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder. If Lessee occupies the Premises prior to said commencement date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the termination date, and Lessee shall pay rent for such period at the initial monthly rates set forth below.

4. Rent. Lessee shall pay to Lessor as rent for the Premises equal monthly payments of \$ 8,978.00, in advance, on the first day of each month of the term hereof. Lessee shall pay Lessor upon the execution hereof \$ 8,978.00 as rent for April 1983. Said rental rate is for the first 12 months of this lease. Refer to Attachment 1 for Consumer Price Index based increases thereafter.

Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof \$ 4,421.00 as security for Lessee's faithful performance of Lessee's obligations hereunder. If Lessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Lessor may become obligated by reason of Lessee's default, or to compensate Lessor for any loss or damage which Lessor may suffer thereby. If Lessor so uses or applies all or any portion of said deposit, Lessee shall within ten (10) days after written demand therefor deposit cash with Lessor in an amount sufficient to restore said deposit to the full amount hereinabove stated and Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep said deposit separate from its general accounts. If Lessee performs all of Lessee's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Lessor, shall be returned, without payment of interest or other increment for its use, to Lessee (or, at Lessor's option, to the last assignee, if any, of Lessee's interest hereunder) at the expiration of the term hereof, and after Lessee has vacated the Premises. No trust relationship is created herein between Lessor and Lessee with respect to said Security Deposit. Said \$4,421.00 is already held by Lessor.

6. Use.

6.1 Use. The Premises shall be used and occupied only for the offices, warehousing and production of Lessee's trade products. and for no other purpose.

6.2 Compliance with Law.

(a) Lessor warrants to Lessee that the Premises, in its existing state, but without regard to the use for which Lessee will use the Premises does not violate any applicable building code, regulation or ordinance at the time this Lease is executed. In the event it is determined that this warranty has been violated, then it shall be the obligation of the Lessor, after written notice from Lessee, to promptly, at Lessor's sole cost and expense, rectify any such violation. In the event Lessee does not give to Lessor written notice of the violation of this warranty within 1 year from the commencement of the term of this Lease, it shall be conclusively deemed that such violation did not exist at the conclusion of the term hereof.

(b) Except as provided in paragraph 6.2 (a), Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the term or any part of the term hereof regulating the use by Lessee of the Premises. Lessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant in the building containing the Premises, shall tend to disturb such other tenants.

6.3 Condition of Premises. Except as provided in paragraph 6.2 (a) Lessee hereby accepts the Premises in their condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that neither Lessor nor Lessor's agent has made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's business.

7. Maintenance Repairs and Alterations.

7.1 Lessor's Obligations. Subject to the provisions of Paragraphs 6.2(a) and 9 and except for damage caused by any negligent or intentional act or omission of Lessee, Lessee's agents, employees, or invitees in which event Lessee shall repair the damage, Lessor, at Lessor's expense, shall keep in good order, condition and repair the foundations, exterior walls and the exterior roof of the Premises. Lessor shall not, however, be obligated to paint such exterior, nor shall Lessor be required to maintain the interior surface of exterior walls, windows, doors or plate glass. Lessor shall have no obligation to make repairs under this Paragraph 7.1 until a reasonable time after receipt of written notice of the need for such repairs. Lessee expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense or to terminate this Lease because of Lessor's failure to keep the Premises in good order, condition and repair.

7.2 Lessee's Obligations.

(a) Subject to the provisions of Paragraphs 6.2 (a), 7 and 9, Lessee, at Lessee's expense, shall keep in good order, condition and repair the Premises and every part thereof (whether or not the damaged portion of the Premises or the means of repairing the same are reasonably or readily accessible to Lessee) including, without limiting the generality of the foregoing, all plumbing, heating, airconditioning, ventilating, electrical and lighting facilities and equipment within the Premises, fixtures, interior walls and interior surface of exterior walls, ceilings, windows, doors, plate glass, and skylights, located within the Premises, and all landscaping, driveways, parking lots, fences and signs located in the Premises and all sidewalks and parkways adjacent to the Premises. Lessee expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense or to terminate this Lease because of Lessor's failure to keep the Premises in good order, condition and repair.

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(b) If Lessee fails to perform Lessee's obligations under this Paragraph 7.2, Lessor may at Lessor's option enter upon the Premises after 10 days' prior written notice to Lessee, and put the same in good order, condition and repair, and the cost thereof together with interest thereon at the rate of 10% per annum shall be due and payable as additional rent to Lessor together with Lessee's next rental installment.

(c) On the last day of the term hereof, or on any sooner termination, Lessee shall surrender the Premises to Lessor in the same condition as received, broom clean, ordinary wear and tear excepted. Lessee shall repair any damage to the Premises occasioned by the removal of its trade fixtures, furnishings and equipment pursuant to Paragraph 7.3(d), which repair shall include the patching and filling of holes and repair of structural damage.

### 7.3 Alterations and Additions.

(a) Lessee shall not, without Lessor's prior written consent make any alterations, improvements, additions, or Utility Installations in, on or about the Premises, except for nonstructural alterations not exceeding \$1,000 in cost. As used in this Paragraph 7.3 the term "Utility Installation" shall mean bus ducting, power panels, wiring, fluorescent fixtures, space heaters, conduits, airconditioning and plumbing. Lessor may require that Lessee remove any or all of said alterations, improvements, additions or Utility Installations at the expiration of the term, and restore the Premises to their prior condition. Lessor may require Lessee to provide Lessor, at Lessee's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure Lessor against any liability for mechanic's and materialmen's liens and to insure completion of the work. Should Lessee make any alterations, improvements, additions or Utility Installations without the prior approval of Lessor, Lessor may require that Lessee remove any or all of such.

(b) Any alterations, improvements, additions or Utility Installations in, or about the Premises that Lessee shall desire to make and which requires the consent of the Lessor shall be presented to Lessor in written form, with proposed detailed plans. If Lessor shall give its consent the consent shall be deemed conditioned upon Lessee acquiring a permit to do so from appropriate governmental agencies, the furnishing of a copy thereof to Lessor prior to the commencement of the work and the compliance by Lessee of all conditions of said permit in a prompt and expeditious manner.

(c) Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than ten (10) days' notice prior to the commencement of any work in the Premises, and Lessor shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Lessee shall, in good faith, contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend itself and Lessor against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Lessor or the Premises, upon the condition that if Lessor shall require, Lessee shall furnish to Lessor a surety bond satisfactory to Lessor in an amount equal to such contested lien claim or demand indemnifying Lessor against liability for the same and holding the Premises free from the effect of such lien or claim. In addition, Lessor may require Lessee to pay Lessor's attorneys fees and costs in participating in such action if Lessor shall decide it is to its best interest to do so.

(d) Unless Lessor requires their removal, as set forth in Paragraph 7.3(a), all alterations, improvements, additions and Utility Installations (whether or not such Utility Installations constitute trade fixtures of Lessee), which may be made on the Premises, shall become the property of Lessor and remain upon and be surrendered with the Premises at the expiration of the term. Notwithstanding the provisions of this Paragraph 7.3(d), Lessee's machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee and may be removed by Lessee subject to the provisions of Paragraph 7.2(c).

### 8. Insurance; Indemnity.

8.1 **Liability Insurance.** Lessee shall, at Lessee's expense obtain and keep in force during the term of this Lease a policy of Combined Single Limit, Bodily Injury and Property Damage Insurance insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be a combined single limit policy in an amount not less than \$500,000. The policy shall contain cross liability endorsements and shall insure performance by Lessee of the indemnity provisions of this Paragraph 8. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. In the event that the Premises constitute a part of a larger property said insurance shall have a Lessor's Protective Liability endorsement attached thereto. If Lessee shall fail to procure and maintain said insurance Lessor may, but shall not be required to, procure and maintain the same, but at the expense of Lessee. Not more frequently than each 5 years, if, in the reasonable opinion of Lessor, the amount of liability insurance required hereunder is not adequate, Lessee shall increase said insurance coverage as required by Lessor. Provided, however that in no event shall the amount of the liability insurance increase be more than fifty percent greater than the amount thereof during the preceding five years of the term of this lease. However, the failure of Lessor to require any additional insurance coverage shall not be deemed to relieve Lessee from any obligations under this Lease.

### 8.2 Property Insurance.

(a) Lessor shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Premises, but not Lessee's fixtures, equipment or tenant improvements in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk) but not plate glass insurance. In addition, the Lessor shall obtain and keep in force, during the term of this Lease, a policy of rental income insurance covering a period of six months, with loss payable to Lessor which insurance shall also cover all real estate taxes and insurance costs for said period. In the event that the Premises contains sprinklers then the insurance coverage shall include sprinkler leakage insurance.

(b) Lessee shall pay to Lessor, during the term hereof, in addition to the rent, the amount of any increase in premiums for the insurance required under this Paragraph 8.2 over and above such premiums paid during the Base Period, as hereinafter defined, whether such premium increase shall be the result of the nature of Lessee's occupancy, any act or omission of Lessee, requirements of the holder of a mortgage or deed of trust covering the Premises, or increased valuation of the Premises or general rate increases. In the event that the Premises have been occupied previously the words "Base Period" shall mean the last twelve months of the prior occupancy and in the event that the Premises have never been previously occupied the words "Base Period" shall mean the lowest premium reasonably obtainable for the said insurance for the Premises assuming the most nominal use of the Premises. Provided, however, in lieu of the Base Period the parties hereto may insert a dollar amount at the end of this sentence which figure shall be considered as the insurance premium for the Base Period. **\$-0-**

(c) If the Premises being leased herein are part of a larger property, then Lessee shall not be responsible for paying any increase in the property insurance caused by the acts or omissions of any other tenant of the building of which the Premises are a part.

(d) Lessee shall pay any such premium increases to Lessor within 30 days after receipt by Lessee of a copy of the premium statement or other satisfactory evidence of the amount due. If the insurance policies maintained hereunder cover other improvements in addition to the Premises, Lessor shall also deliver to Lessee a statement of the amount of such increase attributable to the Premises and showing in reasonable detail the manner in which such amount was computed. If the term of this Lease shall not expire concurrently with the expiration of the period covered by such insurance, Lessee's liability for premium increases shall be prorated on an annual basis.

8.3 **Insurance Policies.** Insurance required hereunder shall be in companies holding a "General Policyholders Rating" of B plus or better as set forth in the most current issue of "Best Insurance Guide". Lessee shall deliver to Lessor copies of policies of liability insurance required under Paragraph 8.1 or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Lessor. No such policy shall be cancellable or subject to reduction of coverage or other modification except after ten (10) days' prior written notice to Lessor. Lessee shall, within ten (10) days prior to the expiration of such policies, furnish Lessor with renewals or "binders" thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee upon demand. Lessee shall not do or permit to be done anything which shall invalidate the insurance policies referred to in Paragraph 8.2.

8.4 **Waiver of Subrogation.** Lessee and Lessor each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Lessee and Lessor shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

8.5 **Indemnity.** Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the Premises, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the Premises or elsewhere and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any negligence of the Lessee, or any of Lessee's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause and Lessee hereby waives all claims in respect thereof against Lessor.

8.6 **Exemption of Lessor from Liability.** Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Lessee. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located.

### 9. Damage or Destruction.

9.1 **Partial Damage-Insured.** Subject to the provisions of Paragraphs 9.3 and 9.4, if the Premises are damaged and such damage was caused by a casualty covered under an insurance policy required to be maintained pursuant to Paragraph 8.2, Lessor shall at Lessor's expense repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect but Lessor shall not repair or replace Lessee's fixtures, equipment or tenant improvements.

9.2 **Partial Damage-Uninsured.** Subject to the provisions of Paragraphs 9.3 and 9.4, if at any time during the term hereof the Premises are damaged, except by a negligent or willful act of Lessee (in which event Lessee shall make the repairs, at its expense) and such damage was caused by a casualty not covered under an insurance policy required to be maintained by Lessor pursuant to Paragraph 8.2, Lessor may at Lessor's option either (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after the date of the occurrence of such damage of Lessor's intention to cancel and terminate this Lease as of the date of the occurrence of such damage. In the event Lessor elects to give such notice of Lessor's intention to cancel and terminate this Lease, Lessee shall have the right within ten (10) days after the receipt of such notice to give written notice to Lessor of Lessee's intention to repair such damage at Lessee's expense, without reimbursement from Lessor, in which event this Lease shall continue in full force and effect, and Lessee shall proceed to make such repairs as soon as reasonably possible. If Lessee does not give such notice within such 10-day period this Lease shall be cancelled and terminated as of the date of the occurrence of such damage.

insurance required to be maintained by Lessor pursuant to Paragraph 8.2 (including any total destruction required by any authorized public authority) this Lease shall automatically terminate as of the date of such total destruction.

**9.4 Damage Near End of Term.** If the Premises are partially destroyed or damaged during the last six months of the term of this Lease, Lessor may at Lessor's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Lessee of Lessor's election to do so within 30 days after the date of occurrence of such damage.

**9.5 Abatement of Rent; Lessee's Remedies.**

(a) If the Premises are partially destroyed or damaged and Lessor or Lessee repairs or restores them pursuant to the provisions of this Paragraph 9, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired. Except for abatement of rent, if any, Lessee shall have no claim against Lessor for any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If Lessor shall be obligated to repair or restore the Premises under the provisions of this Paragraph 9 and shall not commence such repair or restoration within 90 days after such obligations shall accrue, Lessee may at Lessee's option cancel and terminate this Lease by giving Lessor written notice of Lessee's election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice.

**9.6 Termination — Advance Payments.** Upon termination of this Lease pursuant to this Paragraph 9, an equitable adjustment shall be made concerning advance rent and any advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's security deposit as has not theretofore been applied by Lessor.

**9.7 Waiver.** Lessee waives the provisions of California Civil Code Sections 1932 (2) and 1933 (4) which relate to termination of leases when the thing leased is destroyed and agrees that such event shall be governed by the terms of this Lease.

**10. Real Property Taxes.**

**10.1 Payment of Tax Increase.** Lessor shall pay all real property taxes applicable to the Premises; provided, however, that Lessee shall pay, in addition to rent, the amount, if any, by which real property taxes applicable to the Premises increase over the fiscal tax year 1982-1983. Such payment shall be made by Lessee within thirty (30) days after receipt of Lessor's written statement setting forth the amount of such increase and the computation thereof. If the term of this Lease shall not expire concurrently with the expiration of the tax fiscal year, Lessee's liability for increased taxes for the last partial lease year shall be prorated on an annual basis.

**10.2 Definition of "Real Property" Tax.** As used herein, the term "real property tax" shall include any form of assessment, license fee, commercial rental tax, levy, penalty, or tax (other than inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement district thereof, as against any legal or equitable interest of Lessor in the Premises or in the real property of which the Premises are a part, as against Lessor's right to rent or other income therefrom, or as against Lessor's business of leasing the Premises or any tax imposed in substitution, partially or totally, of any tax previously included within the definition of real property tax, or any additional tax the nature of which was previously included within the definition of real property tax.

**10.3 Joint Assessment.** If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the real property taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

**10.4 Personal Property Taxes.**

(a) Lessee shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Lessee contained in the Premises or elsewhere. When possible, Lessee shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor.

(b) If any of Lessee's said personal property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

**11. Utilities.** Lessee shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Lessee, Lessee shall pay a reasonable proportion to be determined by Lessor of all charges jointly metered with other premises.

**12. Assignment and Subletting.**

**12.1 Lessor's Consent Required.** Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Premises, without Lessor's prior written consent, which Lessor shall not unreasonably withhold. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this Lease.

**12.2 Lessee Affiliate.** Notwithstanding the provisions of paragraph 12.1 hereof, Lessee may assign or sublet the Premises, or any portion thereof, without Lessor's consent, to any corporation which controls, is controlled by or is under common control with Lessee, or to any corporation resulting from the merger or consolidation with Lessee, or to any person or entity which acquires all the assets of Lessee as a going concern of the business that is being conducted on the Premises, provided that said assignee assumes, in full, the obligations of Lessee under this Lease. Any such assignment shall not, in any way, affect or limit the liability of Lessee under the terms of this Lease even if after such assignment or subletting the terms of this Lease are materially changed or altered without the consent of Lessee, the consent of whom shall not be necessary.

**12.3 No Release of Lessee.** Regardless of Lessor's consent, no subletting or assignment shall release Lessee of Lessee's obligation or alter the primary liability of Lessee to pay the rent and to perform all other obligations to be performed by Lessee hereunder. The acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Lessee or any successor of Lessee, in the performance of any of the terms hereof, Lessor may proceed directly against Lessee without the necessity of exhausting remedies against said assignee. Lessor may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto and such action shall not relieve Lessee of liability under this Lease.

**12.4 Attorney's Fees.** In the event Lessee shall assign or sublet the Premises or request the consent of Lessor to any assignment or subletting or if Lessee shall request the consent of Lessor for any act Lessee proposes to do then Lessee shall pay Lessor's reasonable attorneys fees incurred in connection therewith, such attorneys fees not to exceed \$250.00 for each such request.

**13. Defaults; Remedies.**

**13.1 Defaults.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

(a) The vacating or abandonment of the Premises by Lessee.

(b) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of three days after written notice thereof from Lessor to Lessee.

(c) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in paragraph (b) above, where such failure shall continue for a period of 30 days after written notice hereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commenced such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

(d) (i) The making by Lessee of any general arrangement for the benefit of creditors; (ii) the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease where such seizure is not discharged within 30 days.

(e) The discovery by Lessor that any financial statement given to Lessor by Lessee, any assignee of Lessee, any subtenant of Lessee, any successor in interest of Lessee or any guarantor of Lessee's obligation hereunder, and any of them, was materially false.

**13.2 Remedies.** In the event of any such material default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission actually paid, the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided, that portion of the leasing commission paid by Lessor pursuant to Paragraph 15 applicable to the unexpired term of this Lease.

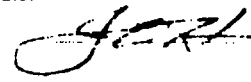
(b) Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of California.

**13.3 Default by Lessor.** Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Lessee in writing, specifying wherein Lessor has failed to perform such obligation; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

**13.4 Late Charges.** Lessee hereby acknowledges that late payment by Lessee to Lessor of rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within ten (10) days after such amount shall be due, Lessee shall pay to Lessor a late charge equal to 6% of such overdue amount. The

Initials: 



parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

**14. Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the improvements on the premises, or more than 25% of the land area of the Premises which is not occupied by any improvements, is taken by condemnation, Lessee may, at Lessee's option, to be exercised in writing only within ten (10) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area of the building situated on the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Lessee shall be entitled to any award for loss of or damage to Lessee's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall, to the extent of severance damages received by Lessor in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that Lessee has been reimbursed therefor by the condemning authority. Lessee shall pay any amount in excess of such severance damages required to complete such repair.

**15. Broker's Fee.** Upon execution of this Lease by both parties, Lessor shall pay to \_\_\_\_\_ a licensed real estate broker, a fee as set forth in a separate agreement between Lessor and said broker, or in the event there is no separate agreement between Lessor and said broker, the sum of \$ \_\_\_\_\_ for brokerage services rendered by said broker to Lessor in this transaction. Lessor further agrees that if Lessee exercises any option granted herein or any option substantially similar thereto, either to extend the term of this Lease, to renew this Lease, to purchase said Premises or any part thereof and/or any adjacent property which Lessor may own or in which Lessor has an interest, or any other option granted herein, or if said broker is the procuring cause of any other lease or sale entered into between the parties pertaining to the Premises and/or any adjacent property in which Lessor has an interest, then as to any of said transactions, Lessor shall pay said broker a fee in accordance with the schedule of said broker in effect at the time of execution of this lease. Lessor agrees to pay said fee not only on behalf of Lessor but also on behalf of any person, corporation, association, or other entity having an ownership interest in said real property or any part thereof, when such fee is due hereunder. Any transferee of Lessor's interest in this Lease, by accepting an assignment of such interest, shall be deemed to have assumed Lessor's obligation under this Paragraph 15. Said broker shall be a third party beneficiary of the provisions of this Paragraph.

## **16. General Provisions.**

### **16.1 Estoppel Certificate.**

(a) Lessee shall at any time upon not less than ten (10) days' prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

(b) Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one month's rent has been paid in advance or such failure may be considered by Lessor as a default by Lessee under this Lease.

(c) If Lessor desires to finance or refinance the Premises, or any part thereof, Lessee hereby agrees to deliver to any lender designated by Lessor such financial statements of Lessee as may be reasonably required by such lender. Such statements shall include the past three years' financial statements of Lessee. All such financial statements shall be received by Lessor in confidence and shall be used only for the purposes herein set forth.

**16.2 Lessor's Liability.** The term "Lessor" as used herein shall mean only the owner or owners at the time in question of the fee title or a lessee's interest in a ground lease of the Premises, and except as expressly provided in Paragraph 15, in the event of any transfer of such title or interest, Lessor herein named (and in case of any subsequent transfers the then grantor) shall be relieved from and after the date of such transfer of all liability as respects Lessor's obligations thereafter to be performed, provided that any funds in the hands of Lessor or the then grantor at the time of such transfer, in which Lessee has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Lessor shall, subject as aforesaid, be binding on Lessor's successors and assigns, only during their respective periods of ownership.

**16.3 Severability.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

**16.4 Interest on Past-due Obligations.** Except as expressly herein provided, any amount due to Lessor not paid when due shall bear interest at 10% per annum from the date due. Payment of such interest shall not excuse or cure any default by Lessee under this Lease, provided, however, that interest shall not be payable on late charges incurred by Lessee nor on any amounts upon which late charges are paid by Lessee.

**16.5 Time of Essence.** Time is of the essence.

**16.6 Captions.** Article and paragraph captions are not a part hereof.

**16.7 Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Lessee hereby acknowledges that neither the real estate broker listed in Paragraph 15 hereof nor any cooperating broker on this transaction nor the Lessor or any employees or agents of any of said persons has made any oral or written warranties or representations to Lessee relative to the condition or use by Lessee of said Premises and Lessee acknowledges that Lessee assumes all responsibility regarding the Occupational Safety Health Act, the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease except as otherwise specifically stated in this Lease.

**16.8 Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, and if given personally or by mail, shall be deemed sufficiently given if addressed to Lessee or to Lessor at the address noted below the signature of the respective parties, as the case may be. Either party may by notice to the other specify a different address for notice purposes, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice purposes. A copy of all notices required or permitted to be given to Lessor hereunder shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate by notice to Lessee.

**16.9 Waivers.** No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

**16.10 Recording.** Lessee shall not record this Lease without Lessor's prior written consent, and such recordation shall, at the option of Lessor, constitute a non-curable default of Lessee hereunder. Either party shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes.

**16.11 Holding Over.** If Lessee remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Lessor, such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly rental plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

**16.12 Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**16.13 Covenants and Conditions.** Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

**16.14 Binding Effect; Choice of Law.** Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to the provisions of Paragraph 16.2, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

### **16.15 Subordination.**

(a) This Lease, at Lessor's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Lessee, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

(b) Lessee agrees to execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint Lessor as Lessee's attorney in fact and in Lessee's name, place and stead, to do so.

**16.16 Attorney's Fees.** If either party or the broker named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court. The provisions of this paragraph shall inure to the benefit of the broker named herein who seeks to enforce a right hereunder.

**16.17 Lessor's Access.** Lessor and Lessor's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part as Lessor may deem necessary or desirable. Lessor may at any time place on or about the Premises any ordinary "For Sale" signs and Lessor may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to Lessee.



16.18 Signs and Auctions. Lessee shall not place any sign upon the Premises or conduct any auction thereon without Lessor's prior written consent except that Lessee shall have the right, without the prior permission of Lessor to place ordinary and usual for rent or sublet signs thereon.

16.19 Merger. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, or a termination by Lessor, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subtenancies or may, at the option of Lessor, operate as an assignment to Lessor of any or all of such subtenancies.

16.20 Corporate Authority. If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Lessee is a corporation Lessee shall, within thirty (30) days after execution of this Lease, deliver to Lessor a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

16.21 Consents. Wherever in this Lease the consent of one party is required to an act of the other party such consent shall not be unreasonably withheld.

16.22 Guarantor. In the event that there is a guarantor of this Lease, said guarantor shall have the same obligations as Lessee under Paragraphs 16.1 and 16.20 of this Lease.

16.23 Quiet Possession. Upon Lessee paying the fixed rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease.

16.24 Options. In the event that the Lessee, under the terms of this Lease, has any option to extend the term of this Lease, or any option to purchase the premises or any right of first refusal to purchase the premises or other property of Lessor, then each of such options and rights are personal to Lessee and may not be exercised or be assigned, voluntarily or involuntarily, by or to any one other than Lessee except that it may be exercised by or assigned to any of the entities described in paragraph 12.2 hereof for whom Lessee does not need the consent of Lessor to assign this Lease. In the event that Lessee hereunder has any multiple options to extend this Lease a later option to extend the lease cannot be exercised unless the prior option has been so exercised. No option may be exercised at a time when the Lessee is in default under its obligations under this Lease.

16.25 Multiple Tenant Building. In the event that the Premises are part of a larger building or group of buildings then Lessee agrees that it will abide by, keep and observe all reasonable rules and regulations which Lessor may make from time to time for the management, safety, care and cleanliness of the building and grounds, the parking of vehicles and the preservation of good order therein as well as for the convenience of other occupants and tenants of the building. Further, Lessee will promptly pay its prorata share, as reasonably determined by Lessor, of any maintenance or repair of such portion of the Premises or such portion of the property of which the Premises are a part, which are common areas or used by Lessee and other occupants thereof. The violations of any such rules and regulations, or the failure to pay such prorata share of costs, shall be deemed a material breach of this Lease by Lessee.

16.26 Additional Provisions. If there are no additional provisions draw a line from this point to the next printed word after the space left here. If there are additional provisions place the same here.

Attach 1 (covers Consumer Price Index based rent adjustments) and  
Attach 2 (paragraphs 16.27 and 16.28) are hereby made a part of this lease.

The parties hereto have executed this Lease at the place and on the dates specified immediately adjacent to their respective signatures.

If this Lease has been filled in it has been prepared for submission to your attorney for his approval. No representation or recommendation is made by the real estate broker or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Lease or the transaction relating thereto.

Executed at Whittier, Ca 90606  
on March 10, 1983  
Address 12300 E. Washington Bl., Ste B  
(213) 696-2316

G M <sup>2</sup> Investors  
By Mark Gilman  
By Mark Gilman, General Partner  
By \_\_\_\_\_

"LESSOR" (Corporate seal)

Executed at Whittier, Ca 90606  
on March 1983  
Address 12306 E. Washington Bl.  
Phone: Office (213) 693-2776  
Home

Santa Fe Rubber Products, Inc.  
By J.O. House, Jr.  
By J.O. HOUSE, JR., PRES.

"LESSEE" (Corporate seal)

ATTACH 1

ATTACHMENT TO LEASE

DATED March 10, 1983

LESSEE: Santa Fe Rubber Products, Inc.

RENT INCREASE. MONTHLY RENT FOR FIRST 12 MONTHS WILL BE  
\$ 8,978.00 AS SHOWN IN PARAGRAPH 4. FOR EACH 12  
MONTH PERIOD THEREAFTER, MONTHLY RENT WILL BE INCREASED, IF  
ANY, BY THE PERCENTAGE CHANGE IN THE CONSUMER PRICE INDEX  
( HEREINAFTER CALLED "INDEX" ) DURING THE PRIOR 12 MONTHS.

THE INDEX REFERRED TO ABOVE IS PUBLISHED BY THE U. S.  
DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS FOR URBAN  
WAGE EARNERS AND CLERICAL WORKERS IN THE LOS ANGELES, LONG  
BEACH AND ANAHEIM AREA, ALL ITEMS, 1967 = 100. ALL INCREASES  
WILL BE ADDITIVE. IN NO EVENT WILL MONTHLY RENT BE LESS  
THAN \$ 8,978.00.

*MLG*  
*for*

# GILMAN ASSOCIATES

Industrial and Commercial Properties

12300 E. WASHINGTON BLVD., SUITE B  
WHITTIER, CALIFORNIA 90606  
696-2316

GM 2 Investors  
April 14, 1983

Lease dated March 10, 1983 for premises at 12306 E. Washington Blvd., Whittier, Calif.

The above lease is hereby amended as follows:

1. Paragraph 16.26 is amended to grant Lessee three successive options to extend the lease (was two options). The third option covers the three year period April 1, 1992 through March 31, 1995.

In all three cases Lessee will give Lessor his written decision to extend the lease six months prior to the end of the then current lease.

In the event Lessee fails to exercise any of the options, to extend the lease, all subsequent options will be null and void.

For all of the options, monthly rent will be determined in the same way as is shown for the initial lease period. That is, prior twelve month Consumer Price Index (CPI) changes will determine rent for each successive 12 month period. However, in no event will monthly rent be less than \$8,978.00.

2. Paragraph 16.27 Option for additional space is hereby deleted. That is, Lessee relinquishes all option rights to lease the premises at 12220 B Rivera Rd. However, as said premises become available in the future, Lessor will offer same to Lessee before offering the premises to prospective new tenants.

AGREED April 15, 1983:

Lessee  
Santa Fe Rubber Products, Inc.

Lessor  
GM 2 Investors

  
Freeman A. Fowler  
Executive Vice-President

  
Mark Gilman  
General Partner

ATTACH 2

ATTACHMENT TO LEASE

DATED March 10, 1983

LESSEE: Santa Fe Rubber Products, Inc.

16.26 OPTION FOR ADDITIONAL TIME. Lessee is granted two successive options to extend the time period of this lease:  
Option 1 A three year extension for the period April 1, 1986 through March 31, 1989.

Option 2 A three year extension for the period April 1, 1989 to March 31, 1992.

In both cases Lessee will give Lessor his written decision to extend the lease six months prior to the end of the then current lease.

In the event Lessee fails to exercise Option 1 above, then Option 2 will be null and void.

For both of the above options, monthly rent will be determined in the same way as is shown for the initial lease period. That is, prior twelve month Consumer Price Index (CPI) changes will determine monthly rent for each successive 12 month period.

16.27 OPTION FOR ADDITIONAL SPACE. Lessee is hereby granted an option to take a 5,000 square foot unit in the adjoining building at 12220 B Rivera Rd. starting April 1, 1984. Lessee will give Lessor his decision to acquire the additional space 3 months prior to April 1, 1984.

Monthly rent for the option space will be the same per sq. ft. as Lessee is paying at 12306 E. Washington and will be subject to the same yearly CPI based rent changes and Options for Additional Time.

MLG  
JORT



# GILMAN ASSOCIATES

Industrial and Commercial Properties

12300 E. WASHINGTON BLVD., SUITE B  
WHITTIER, CALIFORNIA 90606  
696-2316

GM2 Investors  
April 3, 1986

Lease dated March 10, 1983, as amended, for premises at 12306 E. Washington Blvd., Whittier, Ca 90606.

The above lease is hereby amended as follows:

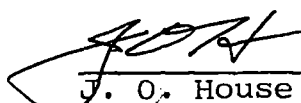
1. Lease term is extended by three years from April 1, 1986 to March 31, 1989.
2. Monthly rent for the first 12 months is \$10,030.00. The Consumer Price Index change for Urban Wage Earners and Clerical Workers (L.A., Long Beach, Anaheim area) for the year ended February 1986 increased by 4%. The Bureau of Labor Statistics is no longer mailing the data to us. You may confirm the percentage by calling their hot line at (213) 252-7528. The calculation is \$9,672.00 plus 3.7% = \$10,030.00. The rent for the last 2 years will be subject to increases in the Consumer Price Index during the prior year. Refer to above lease paragraph 16.26.
3. All other lease terms are unchanged.

Please return the signed original of this lease amendment. The copy is for your files.

AGREED: April 3, 1986.

Lessee  
Santa Fe Rubber Products, Inc.

Lessor  
GM2 Investors

  
J. O. House  
President

  
Mark Gilman

*Original signed & mailed to  
Gilman 4/16/86. J.O.H.*

Santa Fe Rubber Products  
12306 E Washington  
Whittier, CA 90606



7008 2810 0001 3399 4430



1000

94105

U.S. POSTAGE  
PAID  
WHITTIER, CA  
90605  
JAN 19, 10  
AMOUNT

\$7.00  
00076635-16

RETURN RECEIPT  
REQUESTED

1/22/2010  
SAIC  
Pickup

Linda Ketellapper, SFD-7-5  
US Environmental Protection Agency  
Superfund Division  
75 Hawthorne St.  
San Francisco, CA 94105

